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Certificate of Notice Page 1 of 3 States Bankruptčy Eastern District of Pennsylvania

In re: Josh Sumpter, Jr. Debtor

Case No. 16-12644-elf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: ChrissyW Page 1 of 1 Date Rcvd: Dec 27, 2016 Form ID: pdf900 Total Noticed: 2

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 29, 2016.

db

+Josh Sumpter, Jr., 5312 N. Camac Street, Philadelphia, PA 19141-2922 +WILMINGTON TRUST, NATIONAL ASSOCIATION, Nationstar Mortgage LLC, PO Box 619096, Dallas, TX 75261-9096 13751069

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE . TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank, P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 29, 2016 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 27, 2016 at the address(es) listed below:

DAVID M. OFFEN on behalf of Debtor Josh Sumpter, Jr. dmol60west@gmail.com,

davidoffenecf@gmail.com

DENISE ELIZABETH CARLON on behalf of Creditor WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 bkgroup@kmllawgroup.com JOSHUA ISAAC GOLDMAN on behalf of Creditor WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST,

MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 bkgroup@kmllawgroup.com,

bkgroup@kmllawgroup.com

KEVIN S. FRANKEL on behalf of Creditor Nationstar Mortgage, LLC as servicer for Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee to Merrill Lynch KEVIN S. FRANKEL Mortgage Investors Trust, Mortgage Loan Asset-Back pa-bk@logs.com

THOMAS I. PULEO on behalf of Creditor WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 tpuleo@kmllawgroup.com, bkgroup@kmllawgroup.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHAPTER 13 Josh Sumpter Jr. aka Josh Sumpter Debtor WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE NO. 16-12644 ELF TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 Movant 11 U.S.C. Section 362 VS. Josh Sumpter Jr. aka Josh Sumpter Debtor William C. Miller Esq.

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on Debtor's residence is 1. \$3,257.86, which breaks down as follows;

Post-Petition Payments:

July 2016 through October 2016 at \$605.31

Fees & Costs Relating to Motion: \$1,026.00

\$189.38

Trustee

Suspense Balance:

Total Post-Petition Arrears

\$3,257.86

- Debtor shall cure said arrearages in the following manner; 2.
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$3,257.86 along with the pre-petition arrears;
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the postpetition arrears of \$3,2\$7.86 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim;
- d). Maintenance of current monthly mortgage payments that are subject to change under the Note to the Movant thereafter to the following address:

Nationstar Mortgage, LLC Attn: Bankruptcy Department P.O. BOX 619094

Dallas, TX 75261 877-343-5602

- 3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 13, 2016

By: <u>/s/ Denise Carlon, Esquire</u>

Denise Carlon, Esquire

Attorneys for Movant

David M. Offen, Esquire Attorney for Debtor

> Bankruptcy Judge Eric L. Frank